

Record Charges

EMR format - per record charge = **\$0.00415** **TELRIC Cost Study**

(4) Direct Access to Directory Assistance (DADA)

Monthly Access Charge	\$4,000	SGAT
Each Search Request	\$0.038	SGAT

Rate

(B) Inward Operator Services

(1) BLV		
- Per work second	50.02	SGAT

(2) BLVA		
- Per work second	\$0.02	SGAT

(3) Branding surcharge (if applicable)	\$0.06	SGAT
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(C) 0+/Mechanized Operator Calls

Per Request SGAT

(1) Calling Card		
- Per request	\$0.125	

(2) Collect		
- Per request	\$0.159	

(3) Third Number		
- Per request	\$0.159	

(4) Branding surcharge (if applicable)-		
- Per request	\$0.06	

These rates are in addition to the **UTTC, TTSC & UNRCC** or **UCRCC** which are set forth in the **NYT PSC 914 and 916 tariffs**, as amended from time to time.

(D) 0- Operator Handled Calls

SGAT

(1) Per work second	\$0.015
Plus	

(2) Collect & Bill to Third Number	
- Per request	\$0.007

(3) Branding surcharge (if applicable) 50.06

These rates are in addition to the UTTC, TTSC & UNRCC or UCRCC which are set forth in the **NYT PSC 914** and **916** tariffs, as amended from time to time.

(E)	Operator Emergency Bulletin Service			
-	Per 132 Lata bulletin, per year	481.18		SGAT
(F)	TOPS Trunk Ports	<u>Recurring</u>	<u>Non-recurring</u>	
	Service Access Charge	\$21.87	\$315.06	SGAT
-	Per TOPS Port	\$43.1	N/A	SGAT
(G)	DS1 IOF for Dedicated Trunk	PSC 916 Tariff Sec. 5.3.4		

X. Unbundled Network Elements

These rates are in addition to the UTTC, TTSC & UNRCC or UCRCC which are set forth in the **NYT PSC 914** and **916** tariffs, as amended from time to time.

Usage Detail Recording	<u>Monthly Rate</u>	TELRIC cost study.
-per record processed	\$0.00415	
-per record transmitted	50.00117	
-per tape/cartridge	\$20.12	

XI. Meet Point Billing

- EMR format - per record charge	\$0.00415	TELRIC Cost Study
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XII. LIDB Query:	\$0.001411	
	NYT PSC 914 Tariff Sec. 10.43 (D)	

XIII. Service Charges:

TC Not Ready -per occurrence	<u>Non-Recurring Charge</u>
Technician Dispatched Out	\$157.00 NYT PSC 916 Tariff Sec. 5.5.2
(Off Company Premises)	NYT PSC 900 Tariff Sec. 26

Technician Dispatched In
(On Company premises)

\$59.00 **NYT PSC 916 Tariff Sec. 5.5.2**
NYT PSC 900 Tariff Sec. 26

Trouble Dispatch -Misdirect
Technician Dispatched Out
(Off Company Premises)

Non-Recurring Charge
\$157.00 **NYT PSC 916 Tariff Sec. 5.5.2**
NYT PSC 900 Tariff Sec. 26

Technician Dispatched In
(On Company premises)

\$59.00 **NYT PSC 916 Tariff Sec. 5.5.2**
NYT PSC 900 Tariff Sec. 26

Line Connection Charge includes the **work** associated with central office **wiring**, recent change memory, bureau coordination, and updates to the loop database.

Line Connection Charge

\$50.05

NYT PSC 916 Tariff Sec. 5.5.2
NYT PSC 900 Tariff Sec. 14.A.3(3)

Installation Dispatch (Two Wire Analog) - Charge applies per Dispatch

1 Link

519.00

NYT PSC 916 Tariff Sec. 5.5.2

2-9 Links

\$19.00

NYT PSC 900 Tariff Sec. 14.A.3(2)

10 or more Links

\$19.00

XIV. Time and Materials Charges

Time

Labor Rate, Per Hour or Fraction thereof

SGAT

- Service Representative - Regular

W.98

- Service Representative - Expedite

\$59.65

- Technician - Regular

560.79

- Technician - Expedite

573.54

XV. Unbundled Interoffice Dedicated Facilities

DS1

Inter-Office Mileage

Recurring

Nonrecurring

1. Fixed

\$110.00

\$634.17**

2. Per Mile Charge

50.72

n/a

DS3**Inter-Office Mileage**

1. Fixed	\$911.00	\$863.21**
2. Per Mile Charge	920.10	n/a

Optical OC-3**Inter-Office Mileage**

1. Fixed	\$1365.00	\$863.21**
2. Per Mile Charge	\$60.31	n/a

optical oc-12**Inter-Office Mileage**

1. Fixed	\$4145.00	\$1001.61**
2. Per Mile Charge	\$241.12	n/a

OC-48 or STS-I (NBFR)**Inter-Office Mileage**

1. Fixed	59768.00	\$1135.02**
2. Per Mile Charge	\$375.81	n/a

Unbundled Multiplexing

DS1 to DSO (1/0 mux)	\$445.11**	0**
DS3 to DSI (3/1 mux)	5223.52	0**

Recurring**Service Access Charge (SAC)**

DS1, per termination	\$4.31
DS3, per termination	\$63.98
OC-3, per termination	\$16.00**
OC-12, per termination	\$16.00**

Interim rate based on rates previously proposed by NYT in Cases **95-C-0657, 94-C-0095, 91-C-1173**, except interim **SAC** rates for **OC-3** and **OC-12**. Interim rates are subject to true-up based on the permanent rates set by the **NY** PSC in the referenced proceeding. On the earliest of the date (the "Rate Determination Date") on which (x) any permanent rate and/or rate structures for such items are tariffed or otherwise applied by NYT pursuant to applicable effective Commission orders, decisions, rules or regulations or (y) the Parties shall agree to any such permanent rate and/or rate structures for such items, the rates and/or rate structures so adopted or approved or agreed upon (each, a "Permanent Rate") shall apply in lieu of the Interim Rates with respect to such items. Within 90 days after the Rate Determination Date of any Permanent Rate with respect to any item (i) if the aggregate amounts paid by ANTC for such item under this Agreement during the period prior to the Rate Determination Date shall exceed the amount which would have been payable by ANTC if the Permanent Rate (which may be zero) had been applicable during such period, then NYT shall refund to ANTC such excess or (ii) if the aggregate

amounts paid by ANTC for such item under this Agreement during such period shall be less than the amount which would have been payable by ANTC if the Permanent Rates had been applicable during such period, then ANTC shall pay such deficiency to NYT. This Attachment shall be amended to reflect the determination of Permanent Rates for any given items.

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ATTACHMENT BFR

Bona Fide Request Process

- 1'. The following process shall be used to promptly consider and analyze requests by ANTC for Network Elements and Combinations required to be provided under the Act which are not specifically identified in this Agreement. These requests by ANTC shall hereinafter be referred to as "Bona Fide Requests."
2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or Combination.
3. Within ten (10) business days of receipt, NYNEX shall acknowledge receipt of the Bona Fide Request.
4. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, NYNEX shall provide to ANTC a preliminary analysis in writing of **such** Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to ANTC. The Preliminary Analysis shall (i) state whether the Network Element or Combination requested by ANTC is readily or currently available, and **if so, confirm** that NYNEX will promptly offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible or available and/or that the request does not qualify as a Network Element or Combination that is required to be provided by NYNEX under the Act. In the case of clause (ii) above, the Parties shall undertake good faith negotiations to redefine the request, and in the event of impasse either Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 37.1 of this Agreement.
5. Once the Parties have agreed that the provision of a Network Element or Combination requested in the Bona Fide Request is technically feasible and otherwise qualifies under the Act, if ANTC wishes NYNEX to proceed with developing the Bona Fide Request, it shall submit a written request for a quote and provide payment to NYNEX for the preparation of such quote (hereinafter referred to as a "BFR Quote"). Within 90 days of **such** request by ANTC to proceed and payment therefor, NYNEX shall complete the development of the BFR Quote for

the Network Element or Combination requested in the Bona Fide Request, including availability, applicable prices and installation intervals.

6. Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.

7. Within ninety (90) days of its receipt of the BFR Quote, ANTC must confirm its order for the Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 37.1 of this Agreement.

8. If a Party believes that the other Party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party shall seek relief pursuant to the Dispute Resolution Process set forth in Section 37.1 of this Agreement.

9. ANTC may cancel its Bona Fide Request at any time upon written notice to NYNEX, subject to the following: (i) if such cancellation notice is received after the submission by NYNEX to ANTC of the Preliminary Analysis, but before ANTC requests a BFR Quote, ANTC shall not be liable to NYNEX for reimbursement of any costs incurred by NYNEX and (ii) if such cancellation notice is received after ANTC submits its request for a BFR Quote, but before the BFR Quote is rendered by NYNEX to ANTC, ANTC shall be liable to NYNEX for reimbursement of all actual costs incurred by NYNEX in connection with developing such BFR Quote up until its receipt of such notice of cancellation; provided, however, that if such notice of cancellation is received after the receipt by ANTC of the BFR Quote, the amount for which ANTC shall be liable pursuant to clause (ii) of this paragraph 9 shall not exceed the lesser of the actual costs incurred by NYNEX or the estimate in the BFR Quote plus 20%.

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ATTACHMENT ADR
DISPUTE RESOLUTION

1. Purpose:

This Attachment is intended to provide for the expeditious resolution of all disputes between NYNU: and ANTC relating to the provision of any Unbundled Network Elements, Wholesale Services, and other facilities and services arising under or as contemplated by the Interconnection Agreement entered into on November 11, 1997 (the 'Interconnection Agreement'), and to do so in a manner that permits unimpeded high quality services to be furnished to each Party's Customers.

2. Exclusive Remedy

(A) All disputes relating to the provision of any Unbundled Network Elements, Wholesale Services, and other facilities and services under or as contemplated by the Interconnection Agreement ~~that~~ cannot be resolved informally shall be resolved as set forth herein. The dispute resolution under the procedures established in Section 37.1.2 of the Agreement and provided in this Attachment shall be the exclusive remedy for all disputes between NYNU: and ANTC arising out of the Interconnection Agreement or any claimed breach thereof. NYNEX and ANTC agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Attachment

(B) If, for any reason, certain claims or disputes are deemed to be non-arbitratable, the non-arbitrability of those claims or disputes shall in no way affect the application of the dispute resolution process set forth herein to any other claims or disputes arising out of the Interconnection Agreement

(C) Nothing in this Attachment shall limit the right of either NYNEX or ANTC to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceedings brought pursuant to this Attachment. However, once a decision is reached by an Arbitrator pursuant to the terms herein, such decision shall supersede any such provisional remedy.

(D) If, for any reason, the PSC or any other federal or state regulatory agency ('Agency') that exercises jurisdiction over the Interconnection Agreement decides any dispute(s) related to an Interconnection Agreement and, as a result, claims are adjudicated in both an agency

proceeding and an arbitration proceeding under this Attachment, the following provisions shall apply:

- i) **If** both Parties had an opportunity to participate in the Agency proceeding, or to the extent required by law, the Agency ruling shall be binding upon the Parties.
- ii) The arbitration ruling rendered pursuant to this Attachment shall be binding upon the Parties for purposes of establishing **their** respective contractual rights and obligations under the Interconnection Agreement, and for all other purposes, unless expressly precluded by such agency ruling.

3. Public Service Commission:

(A) In the event **of** a dispute between NYNW and ANTC arising under the Interconnection Agreement, if both Parties agree, the dispute may be submitted for resolution to the PSC. The PSC may determine not to exercise its jurisdiction.

(B) If a Party **wants** to submit the dispute to the PSC it must give prompt written notice to the other Party. If the other Party does not agree to submit a dispute to the PSC, it must inform the requesting Party within 3 business days **of** the request

(C) In the event both Parties do not agree to present the dispute to the PSC, or in the event the Parties agree to submit the dispute to the PSC, but the PSC determines not to exercise its jurisdiction at that time, then the provisions described in this Attachment shall apply.

4. Informal Resolution of Disputes.

(A) Prior to initiating an arbitration pursuant to the procedures set forth herein, the Parties shall submit any dispute between NYNEX and **ANTC** for resolution to an Inter-Company Review Board consisting of one representative **from** each Party at the vice-president or above level (or such lower level as the Parties agree).

(1) Each Party must designate its initial representative the Inter-Company Review Board within fifteen days of the Effective Date of the Interconnection Agreement

(2) The Parties may change its designee, or select an alternative designee, on one day's notice.

(B) The Parties may also agree to other informal resolution processes for specific circumstances, including, but not limited to mediation prior to initiating an arbitration.

(C) The Parties may enter into a settlement of any dispute at any time. The settlement agreement shall be in writing, and shall identify (if appropriate) how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.

(D) At no time may a Party introduce into evidence or inform the Arbitrator of any statement, position taken, or other action said or done during any negotiation or mediation sessions pursuant to Sub-Section 4 of this attachment without the other Party's consent

5. Initiation of an Arbitration

(A) If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within thirty days (or such longer period as agreed to in writing by the Parties) of the submission outlined in Section 4 above, the Parties shall initiate an arbitration in accordance with the American Arbitration Association ("AAA") rules for commercial disputes. Any dispute over a matter which directly affects the ability of a Party to continue providing quality services to its Customers, i.e., service-affecting dispute will be governed by the procedures described in Section 13 of this Attachment. In the event the Parties, in good faith, do not agree that a service-affecting dispute exists, the dispute will be assumed to be a service-affecting dispute.

(B) In the event the Parties initiate an arbitration, the Parties must notify the Secretary of the PSC of the arbitration proceeding within 48 hours of the determination to arbitrate.

6. Governing Rules for Arbitration

The rules set forth below and the rules of the AAA shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. This restriction does not affect the rights of any Party to request an Arbitrator from the AAA, pursuant to Subsection 7(F) below. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

7. Appointment and Removal of Arbitrator.

(A) **A sole** Arbitrator (the "Arbitrator") shall preside over each dispute submitted for arbitration under this Agreement

(B) The Parties shall appoint an Arbitrator who will serve for the term of this Agreement, unless removed pursuant to Subsection 7(D) of this Attachment. The appointment will be made by mutual agreement in writing within thirty days of the Effective Date (or such longer period as the Parties may mutually agree to in writing).

(C) In the event that multiple arbitration proceedings are in progress simultaneously under this Agreement, the Arbitrator may request, in writing, the appointment of one or more additional Arbitrators. The Parties shall appoint such additional Arbitrators within thirty days after receipt of such request (or within such longer period as the Arbitrator's request specifies). The Arbitrator may assign arbitration proceedings to the additional Arbitrators in his or her sole discretion, provided that each such proceeding shall be presided over by a single Arbitrator. Additional Arbitrators shall have all the powers and responsibilities of the Arbitrator in the proceedings over which they preside, but shall serve only for the duration of the specific disputes for which they were retained..

(D) The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator may be removed unilaterally at any time by either Party as permitted in the rules of the AAA. Furthermore, upon thirty days' prior written notice to the Arbitrator and to the other Party, a Party may remove an Arbitrator with respect to future disputes which have not been submitted to arbitration in accordance with the requirements of Subsection 5 of this Attachment, as of the date of such notice.

(E) In the event that an Arbitrator resigns, is removed pursuant to subsection 7(D) of this Section, or becomes unable to discharge his or her duties, the Parties shall, by mutual written agreement, appoint a replacement Arbitrator within thirty days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

(F) In the event that the Parties do not appoint an Arbitrator within the time limit set forth in Sections 7(B) of this Attachment, an additional

Arbitrator within the time limit set forth in subsection 7(C) of this Attachment, or a replacement Arbitrator within the time limit set forth in subsection 7(E) of this Attachment, either Party may apply to AAA for appointment of an Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide fifteen days prior written notice to the other Party to this Agreement.

a. Duties and Powers of the Arbitrator.

(A) The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Interconnection Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except as otherwise limited by the Agreement.

(B) The Arbitrator shall not have the authority to limit, expand; or otherwise modify the terms of the Interconnection Agreement.

9. Discovery

NYNEX and **ANTC** shall attempt, in good faith, to agree on a plan for document and information discovery. Should they fail to agree, either Party may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between **NYNEX** and **ANTC** and any resolution regarding the scope, manner, and timing of discovery shall be final and binding.

10. Privileges.

All Attorney-client and work product privileges shall apply.

11. Location of Hearing

The Parties agree that any hearings shall take place in a location in New York State to be determined by the Arbitrator, unless the Parties otherwise agree.

12. Decision

- (A) The Arbitrator's decision and award shall be in writing.
- (B) Within thirty days of the decision and award, the Arbitrator's decision must be submitted to the PSC for review. Each Party must also submit its position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it.
- (C) The PSC shall determine whether to review the Arbitrator's decision within fifteen days after it is submitted for review. If the PSC does not exercise its jurisdiction within fifteen days of receipt, the Arbitrator's decision shall be final and binding on the Parties, except as provided below. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.
- (D) A decision of the Arbitrator shall not be final in the event the dispute concerns the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of a trademark, tradename, trade dress or service mark of a Party, and the decision and award is appealed by a Party to a federal or state court with jurisdiction over the dispute.
- (E) If any Party fails to file any permitted appeal within thirty days after the Arbitrator's decision, that Party waives its rights to appeal and the Decision becomes final and binding.
- (F) In the event an agency or court agrees to hear the matter on appeal, a Party must comply with the results of the arbitration decision during the appeal process.

13. Process for Service Affecting Disputes.

- (A) This section describes the procedures for an expedited resolution of disputes between N M and ANTC relating to the provision of any Unbundled Network Elements, Wholesale Services, and other facilities and services arising under or as contemplated by the Interconnection Agreement, which directly affect the ability of a Party to provide uninterrupted, quality and existing services to its Customers, and which cannot be resolved using the procedures for informal resolution of disputes contained in the Attachment.

(B) Except as specifically provided in this Subsection, the provisions of Attachment **ADR** shall apply.

(C) Initiation of an Arbitration.

(1) If the Inter-Company Review Board is unable to resolve a service-affecting dispute within five business days (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Subsection. However, in the sole discretion of the Party which submitted the dispute to the Inter-Company Review Board, the dispute may be arbitrated in accordance with the general procedures described in the Attachment rather than the expedited procedures of this Subsection. A dispute will be deemed submitted to the Intercompany Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile as set forth in Section 41.9 of the Agreement and to each Party's representative designated pursuant to Subsection 4(a) (1).

(2) A proceeding for arbitration will be commenced by a Party ('Complaining Party') filing a complaint ('Complaint') with the Arbitrator and simultaneously serving a copy on the other Party, and the Secretary to the PSC.

(3) Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Respondent Party which affect the complaining Party's ability to offer a specific service (or group of related services) to its Customers. A Complaint may be in letter or memorandum form and must specifically describe the dispute and identify with particularity how the Complaining Party's service to its Customers is affected.

(D) Response to Complaint.

A response to the Complaint must be filed within five business days after service of the Complaint, or such later time period as the Arbitrator, in his/her discretion, may permit.

(E) Reply to Response.

A reply is permitted to be filed by the Complaining Party within three business days of service of the response, or such later time period as the Arbitrator, in his/her discretion, may permit. The reply must be limited to those matters raised in the response.

(F) Discovery.

The Parties shall cooperate on discovery matters as provided in Subsection 9, but following expedited procedures as prescribed by the Arbitrator.

(G) Hearing.

(1) The Arbitrator will schedule a hearing on the Complaint to take place within twenty business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

(2) The hearing and evidence:

- (a) The hearing will be limited to four days, with each Party allocated no more than two days, including cross examination by the other Party, to present its evidence and arguments. At the Arbitrator's discretion and for extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.
- (b) In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time; but in no event later than three days prior to any scheduled hearing.
- (c) Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three days prior to commencement of the hearing. The witness list will disclose a summary of the substance of each

witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title, and other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing, absent extraordinary reasons not known prior to commencement of the hearing.

- (3) The Parties shall make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- (4) Witnesses will testify under oath. A complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

(G) Decision.

- (1) The Arbitrator will issue and serve his or her decision and award on the Parties within five business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- (2) The Parties shall take the actions necessary to implement the decision and award of the Arbitrator immediately upon receipt of the Arbitrator's decision.
- (3) The Parties shall submit the decision and award of the Arbitrator, along with each Party's position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it, to the PSC within three days of receipt of the Arbitrator's award and decision. The PSC will determine whether to review the dispute within seven days of receipt. If the PSC does not exercise its jurisdiction in seven days, the Arbitrator's decision and award shall be final and binding on the Parties, except as provided in Subsection 12(c) and (d).

14. Fees.

- (A) The Arbitrator's fees and expenses that are directly related to a particular proceeding dispute shall be paid by the losing Party. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion fees and expense to reflect the relative

success of each Party. Those fees and expenses not directly related to a particular proceeding dispute shall be shared equally. In accordance with Subsection 4(C) of this Attachment, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned.

(B) In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

15. Confidentiality.

(A) NYNEX, A M C and the Arbitrator will treat the arbitration proceedings, including the hearings and conferences, discovery, or other related events as confidential except as necessary in connection with a judicial challenge to, or enforcement of, an award or unless otherwise required by an order or lawful process of a court, agency, or governmental body.

(B) In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

(C) To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator or its counsel or subject matter expert (with a sufficient nondisclosure agreement) in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information in the event the Parties cannot agree upon an agreement to govern the handling of such information.

16. Service of Process.

(A) Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (1) upon

receipt if delivered by hand: **(2)** after three business days if sent by first class certified **U.S.** Mail; **(3)** the next business day if sent by overnight courier service and a signature is requested; **(4)** upon receipt (confirmed by a signed return transmittal), if sent by facsimile. When Notice is sent by facsimile a copy shall also be sent by same day hand delivery, first class U.S. Mail, or overnight courier.

(B) Service should be upon the entities identified in Section 41.9 of the Interconnection Agreement, unless otherwise designated in writing.

17. Interest on Disputed Amount

The Arbitrator shall require that any amounts owed pursuant to an arbitration decision shall include applicable interest. **The** interest rate shall be the rate set forth in Section 37.2(d) of the Agreement.

18. In the event of a change in applicable Law affecting the provisions of this Attachment or the Commission modifies the dispute resolution provisions in the NYNEX/AT&T interconnection agreement in New York, the provisions of this Attachment shall remain in effect for nine (9) months or until the Parties agree on new dispute resolution provisions, whichever is earlier. The Parties agree that any new or modified dispute resolution provisions will contain an expedited procedure for dealing with service affecting disputes.

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ATTACHMENT IOF

1.0 General

NYNEX will provide access to unbundled Common ~~transmission~~ facilities between end offices and tandems and access to unbundled dedicated transmission facilities between NYNEX's central offices (COs) or between such ~~offices~~ and those of Telecommunications Carriers (TCs), including, but not limited to, ANTC. This includes, at a ~~minimum~~, ~~interoffice~~ facilities between end offices (EOs) and Serving Wire Centers (SWCs), ~~SWCs and interexchange carriers'~~ points of presence (IXC POP), tandem switches and SWCs, EOs or tandems of NYNEX, and the wire centers of ~~"EX~~ and the TC.

The Network Elements must be ordered ~~individually and may~~ be recombined by the TC as part of a network plan. Unbundled Interoffice Network Elements are: DS1, ~~DS3~~, OC-3 and OC-12 ~~Interoffice~~ Transport, DS1 to DSO and ~~DS3 to DS1~~ Multiplexing and connection between multiplexers. OC-48 and STS-1 will be provided ~~only as~~ a Network Bona Fide Request (~~See~~ Attachment ~~BER~~). Unbundled Interoffice Network Elements ~~will~~ be provided ~~at~~ CO cross connect points such as digital terminating ~~frames~~. Access to Network Elements is provided through collocation.

NYT will not offer G-Path or customer ~~Interface Panels ("CIPs")~~ to provision IOF services under this Agreement. In the event that NYT is ordered by the Commission or the FCC to offer G-Path or CIPs to provision IOF services, the Parties agree to negotiate in good faith to modify this Agreement as appropriate.

• • EpXvides Unbundled Transport between the following points:

1. Unbundled Common Transport between NYNEX COs.
2. Dedicated Transport between EOs
3. Dedicated Transport between an EO and a SWC
4. Dedicated Transport between an EO or SWC and an IXC POP
5. Dedicated Transport between a Tandem Switch and an EO
6. Dedicated Transport between an EO or SWC and a TC Location
7. Dedicated Transport between a Tandem Switch and an IXC POP
- a. Dedicated Transport between a Tandem Switch and a Telecommunications Carrier Location
9. Dedicated Transport between a ~~"EX~~ POI and a TC POI
10. Dedicated Transport between Tandem POI and a TC POI
11. Dedicated Transport between Existing Multiplexing
12. Dedicated Transport between Existing Collocation Cages

The purpose of unbundled Interoffice Transmission Facilities is for use with other unbundled Network Elements for the provision of Telephone Exchange and Exchange Access Services. Rates are used in connection with provision of interconnection services as discussed in Section 4.

2.0. Definitions

In this section the definitions for Network Elements are as follows:

2.1. Synchronous Transport Signal - Level 1 (STS-1)

STS-1 provides a total bandwidth of 51.84 Mb/s, including both overhead and payload. An STS-1 is capable of transporting a single DS3 in any configuration (e.g., M13 formatted with multiplexed DS1s or clear channel 44.736 Mb/s) or up to the equivalent of 28 DS1s using SONET "VT" mappings. The interface to an STS-1 is a metallic-based electrical interface. This interface must comply with Bellcore GR-253-CORE which defines SONET requirements.

2.2. Optical Carrier Levels (SONET)

Optical Carrier (OC) levels provide a range of bandwidths as specified in Bellcore GR-253-CORE and associated ANSI standards. NYNEX will provide interfaces at the following OC levels:

<u>OC Level</u>	<u>Rate (Mb/s)</u>
OC-3	155.52
OC-12	622.08

The physical interface for all OC rates is optical fiber. The characteristics of this interface are also specified in GR-253-CORE.

2.3. Digital Cross-connect System (DCS) Functionality

Digital Cross-connect Systems provide electronic cross connection of individual constituent digital signals to form higher speed digital signals.

2.4. Serving Wire Center (SWC)

Serving Wire Center is the location from which Private Line, Exchange, or Centrex Service is furnished to a customer's premises without intermediate connection to another wire center.

2.5. Network Design Request (NDR)

Network **Design** Request (NDR) process is required to establish the scope of the project and to align preliminary time frames in providing service to the TC. A Project Manager will coordinate the meeting that will be attended by the TC's technical and administrative team and representatives from each NYNEX department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the **Account Team** and the TC.

2.6. Fiber Distributing Frames (FDF)

Optical access to Interoffice Transmission Facilities will be provided at the FDF or a fiber Point of Termination (POT) bay dedicated to the individual TC. Where a POT bay is used, interconnection between the POT and the FDF will be via standard single-mode optical fiber jumper cables equipped with SC/PC connectors at both ends. The FDF or POT bay is an interconnect bay with direct connection between the TC's cables and the jumper cables between the fiber POT and the Telephone Company FDF. E has standardized the SC/PC connector for use in its network because of its superior cost/performance characteristics; therefore, the TC will need to match this connector on their side of the POT.

2.7. Mileage

In order to determine the rate to be billed, first the mileage is computed using the V&H coordinates method, as set forth in the **NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF, F.C.C. No. 4**. If the calculation results in a fraction of a mile, it is always rounded up to the next whole mile. The mileage measurement is calculated on the distance between the following locations:

CO to another CO

CO to a SWC

Tandem to CO

Tandem to SWC

CO or SWC and the SWC of the IXC POP

CO or SWC and the TC Location

Tandem to the Serving Wire Center (SWC) of the IXC POP

Tandem to the TC location

The Interoffice Mileage rates are set forth in Attachment **PA**, in terms of a fixed and per mile charge per month. The mileage calculated as described above is multiplied by the appropriate per mile rate. The amount to be billed will be the product of this calculation plus the fixed rate.

3.0. Regulations

3.1. Physical Access Point; to Interoffice Transmission Facilities

• • E ~~will~~ provide interconnection to the transmission capabilities of the interoffice network at the following physical access points:

Manual Digital Cross-Connects

Metallic access to digital transport and multiplexing will be provided at the Company DSX-n bays, at a POT Bay dedicated to the individual TC. Where **POT** Bays are used, cabling between the POT bay and the **■ ■ E X** DSX must meet appropriate shielding and construction requirements for the application (e.g., **ABAM** for DSI and coaxial cable for **DS3**). Separate DSX panels or POT Bays must be provided for the **DS1** and **DS3** interfaces. Interface rates above **DS3** may require a separate panel or POT Bay depending upon the transmission specifications and the cabling limitations of these transport rates.

Main Distniutine Frames (MDF)

In general, the **MDF** ~~will~~ not be used for digital interoffice facilities access. **The** **MDF** is designed to provide manual cross-connection of voice-grade transmission and may not meet the requirements for digital transmission.

3.2. Interoffice Transport Facilities are cross-connected in the following configurations:

- a) Transport ~~to~~ POT Bay
- b) Transport to ~~Virtual~~ Collocation node
- c) Transport to the **low** speed side of ~~an~~ Unbundled Multiplexer
- d) High speed side of a Multiplexer to POT Bay
- e) **High** speed side of a Multiplexer to **Virtual** Collocation node
- f) High speed side of a Multiplexer ~~to~~ the **low** speed side of ~~an~~ Unbundled Multiplexer
- g) **Low** speed side of an Unbundled Multiplexer to the **low** speed side of and Unbundled Multiplexer
- h) Low speed side of an Unbundled Multiplexer to POT Bay

i) **Low** speed side of an Unbundled Multiplexer to **Virtual** Collocation node

3.3. Ordering:

Unbundled Dedicated Transport (Dedicated) is ordered via DCAS.
Unbundled Common Transport (**Common**) is not discretely orderable.

3.4. (Reserved for future use)

3.5. Unbundled Network Element Intervals:

DS1, DS3 and Multiplexers	Quantity 1-8 = 15 business day Quantity > 8 = Negotiated*
Facilities not available	Negotiated*
OC-n Unbundled interoffice transport	Negotiated*

4.0. Rates and Charges

Unbundled Interoffice Transmission Facilities (IOF) are provided at the appropriate POT Bays or DSX

IOF: Unbundled Network Elements

- **IOF** unbundled network elements are as follows:
- DS3, DS1, OC-3 (point to point, not rings), **OC-12** (point to point, not rings), Multiplexing (DS3 to DSI & DSI to DSO), Connection to a DS1 Trunk Port.

Billing Rate Structure:

non-Recurring

DS1, **DS3** and Optical Carrier Level (**SONET**) and Multiplexers (3/1 or 1/0):
There will be a one-time charge for the installation of the DS1, DS3 and Optical Carrier (**SONET**) transport, and the Multiplexers.

When a negotiated interval applies, **NYNEX** will negotiate a service date interval with **ANTC** on a first-come, first-served basis, based on the type and quality of service **ANTC** has requested. In so doing,

■ ■ **E** will offer the earliest date it reasonably can accommodate within normal business hours, without delaying service dates for order of other customers or carriers. **ANTC** may request expedited service for a reasonable, predetermined amount

Expedited Order Charee

When placing a Service Order for service(s) for which Standard Intervals exist, a TC may request a service date that is prior to the Standard Interval service date. A TC may **also** request an earlier service date on a pending Standard or Negotiated Interval Service Order. If **TC** agrees to provide service on an expedited basis, Expedited Order Charges **will** apply.

If NYNEX is subsequently unable to meet an agreed upon service date, no Expedited Order Charge **will** apply **unless** the missed service date **was** caused by the TC, its agent, or customer.

If additional costs other than any applicable Additional Labor **are** to be incurred when a service date on a Service Order is expedited, **TC** **will** develop and quote such costs to the TC, obtain TC authorization and **bill** the TC in accordance with the special construction terms and conditions in the NYNEX's applicable tariff.

Recurring - Applicable Rate elements:

Inter-Office Mileage for DSL, DS3 and Camer Level (SONET) There will be a monthly recurring charge for the following:

1. Fixed
2. Per Mile Charge

Mileage of the facility is based on airline mileage using V&H coordinate methods. The Facility mileage can be rated between the following locations:

CO to another CO
CO to a Serving **Wire** Center (SWC)
Tandem to CO
Tandem to SWC
CO or SWC and the SWC of the **IXC** POP
CO or SWC and the **TC** Location
Tandem to the **SWC** of the **IXC** POP
Tandem to the TC location or the IXC POP

Multiplexing There will **be** a recurring charge for a multiplexer at each location where the multiplexing function is performed.

Multiplexing can be performed for DS3 to **DS1** and DS1 to **DS0**.

Service Access Charge (SAC) recurring charge will apply for the demarcation connection to a Physical Collocation Node POT Bay.

A recurring Interconnection **Access** Charge (IAC) will apply for the demarcation connection to a Virtual Collocation Node.

Refer to Unbundled Common Transport **and** Dedicated Transport diagrams, (1 through 7), **following**.

1. Unbundled Common Transport between **NYNEX** COs.
2. Dedicated Transport between **EOs**
3. Dedicated Transport between an **existing** POT Bay and an **EXC** or TC location
4. Dedicated Transport between a Multiplexer and a POT Bay
5. Dedicated Transport between a **Trunk Port** and an **existing** POT Bay
6. Dedicated Transport between **existing** Collocation Cages
7. Dedicated Transport from TC Location **through** SWC and terminating at an existing Collocation Cage